

STATE OF RHODE ISLAND  
KENT, SC.

SUPERIOR COURT

BRIAN J. OLIVIER

V.

PROGRESSIVE NORTHERN  
INSURANCE COMPANY

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C.A. NO. KC-2015-0880

COMPLAINT

1. Plaintiff BRIAN J. OLIVIER is a resident of Coventry, Rhode Island.
2. Defendant PROGRESSIVE NORTHERN INSURANCE COMPANY is a foreign insurance company licensed to and doing business in Rhode Island and having the requisite minimum contacts to confer jurisdiction upon this Court.
3. On or about July 29, 2010 Plaintiff BRIAN J. OLIVIER was insured under the provisions of a personal motorcycle insurance policy issued by defendant PROGRESSIVE NORTHERN INSURANCE COMPANY to Plaintiff.
4. On or about the aforesaid date Plaintiff BRIAN J. OLIVIER operated the motorcycle insured by Defendant in a westerly direction on Washington Street, a public highway in Coventry, Rhode Island.
5. On or about the aforesaid date an underinsured motorist by the name of either Sheryl A. Tondreau or Erica Keenan operated an underinsured motor vehicle in a westerly direction on Washington Street a fair distance behind Plaintiff BRIAN J. OLIVIER. The underinsured motorist did so negligently and carelessly operate the underinsured motor vehicle that said motorist drove into the breakdown lane of Washington Street and then struck the motorcycle operated by Plaintiff while Plaintiff was turning into a shopping plaza parking lot.

6. Plaintiff BRIAN J. OLIVIER was at all times in the exercise of due care.
7. As a direct and proximate consequence of the negligence of the underinsured motorist, Plaintiff BRIAN J. OLIVIER has sustained severe personal injuries, some of which may be permanent in nature and as a result has suffered and will continue to suffer great pain and suffering, an inability to conduct his regular activities, loss of earning capacity, a loss of great sums of money for medical care and treatment, and has been and will be otherwise greatly damnified.
8. Defendant, pursuant to applicable law and to certain terms of the aforesaid personal automobile insurance policy, provides underinsured motorist coverage to Plaintiff for bodily injury damages resulting from the ownership, maintenance or use of an underinsured motor vehicle.
9. Pursuant to applicable law and to certain terms of the aforesaid underinsured motorist coverage, Defendant is liable to pay Plaintiff BRIAN J. OLIVIER the bodily injury damages Plaintiff is legally entitled to recover from the owner or operator of the aforesaid underinsured motor vehicle.
10. Plaintiff has made a claim against Defendant for payment of bodily injury damages pursuant to the aforesaid motorcycle insurance policy, and notwithstanding such demand, Defendant has failed and/or refused to settle or pay Plaintiff's claim.
11. Plaintiff has made a demand for binding arbitration of plaintiff's claim, but Defendant has refused to accept Plaintiff's demand for binding arbitration.
12. Plaintiff is legally entitled to recover underinsured motorist bodily injury damages from Defendant in an amount that would fully fairly compensate him for his damages, subject to applicable law and to certain terms and conditions of the aforesaid motorcycle

insurance policy issued by Defendant.

13. The monetary amount claimed by Plaintiff BRIAN J. OLIVIER is sufficient to establish the jurisdiction of the Superior Court.

WHEREFORE, Plaintiff BRIAN J. OLIVIER demands judgment against defendant for all underinsured motorist bodily injury damages he is legally entitled to recover from Defendant, plus interest and costs.

BRIAN J. OLIVIER  
By his attorney,

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